

# Agenda Item Form

Agenda Date: 5/4/2004

Districts Affected: All

Dept. Head/Contact Information: Norman C. Merrifield, Parks & Recreation Director

## Type of Agenda Item:

- ☒ Resolution  
☐ Tax Installment Agreements  
☐ RFP/ BID/ Best Value Procurement  
☐ Application for Facility Use  
☐ Interlocal Agreements  
☐ Other \_\_\_\_\_
- ☐ Staffing Table Changes  
☐ Tax Refunds  
☐ Budget Transfer  
☐ Bldg. Permits/Inspection  
☐ Contract/Lease Agreement
- ☐ Board Appointments  
☐ Donations  
☐ Item Placed by Citizen  
☐ Introduction of Ordinance  
☐ Grant Application

## Funding Source:

- ☐ General Fund  
☐ Grant (duration of funds: \_\_\_\_\_ Months)  
☒ Other Source: User Fee

## Legal:

☒ Legal Review Required  
Denied

Attorney Assigned (please scroll down): Lupe Cuellar

☒ Approved

☐

Timeline Priority: ☒ High

☐ Medium

☐ Low

# of days: \_\_\_\_\_

## Why is this item necessary:

Necessary to permit contract employees to perform duties outlined in contracts

## Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Maintenance and operating expenditures are nil

## Statutory or Citizen Concerns:

Demands and needs are met

## Departmental Concerns:

Approval of employee contractor contracts will enable Parks Dept/Aquatics to meet it's mission objectives and functions

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to execute the following **EMPLOYEE CONTRACTOR** contracts on behalf of the **PARKS AND RECREATION DEPARTMENT**. Funding for these contracts is in fiscal year **2003/2004** appropriations to be approved by the City Council.

#### AQUATICS

**DEPARTMENT ID: 51010281, ACCOUNT 501011**

1.     **CONTRACTOR:**     Sofia Arjon, Lifeguard Step 2  
       **DATES:**         May 5, 2004 through September 30, 2004  
       **RATE PER HR:**   \$6.00  
       **CONTRACT NO:**   **2003/2004-241**
  
2.     **CONTRACTOR:**     Adrian Arteaga, Swim Instructor, Step 1  
       **DATES:**         May 5, 2004 through September 30, 2004  
       **RATE PER HR:**   \$5.35  
       **CONTRACT NO:**   **2003/2004-242**
  
3.     **CONTRACTOR:**     Crystal R. Barnes, Swim Instructor, Step 1  
       **DATES:**         May 5, 2004 through September 30, 2004  
       **RATE PER HR:**   \$5.35  
       **CONTRACT NO:**   **2003/2004-243**
  
4.     **CONTRACTOR:**     Ericka V. Coronado, Swim Instructor, Step 1  
       **DATES:**         May 5, 2004 through September 30, 2004  
       **RATE PER HR:**   \$5.35  
       **CONTRACT NO:**   **2003/2004-244**
  
5.     **CONTRACTOR:**     Ricardo F. Diego, Swim Instructor Step 4  
       **DATES:**         May 5, 2004 through September 30, 2004  
       **RATE PER HR:**   \$5.80  
       **CONTRACT NO:**   **2003/2004-245**
  
6.     **CONTRACTOR:**     Lucas P. Ellison, Swim Instructor Coordinator, Step 1  
       **DATES:**         May 24, 2004 through September 30, 2004  
       **RATE PER HR:**   \$6.50  
       **CONTRACT NO:**   **2003/2004-246**
  
7.     **CONTRACTOR:**     Evelyn J. Fierro, Swim Instructor, Step1  
       **DATES:**         May 5, 2004 through September 30, 2004  
       **RATE PER HR:**   \$5.35  
       **CONTRACT NO:**   **2003/2004-247**
  
8.     **CONTRACTOR:**     Jose R. Jarvis, Swim Instructor, Step 1  
       **DATES:**         May 5, 2004 through September 30, 2004  
       **RATE PER HR:**   \$5.35  
       **CONTRACT NO:**   **2003/2004-248**

9. CONTRACTOR: Rosanne E. Martinez, Swim Instructor, Step 1  
DATES: May 5, 2004 through September 30, 2004  
RATE PER HR: \$5.35  
CONTRACT NO: **2003/2004-249**
10. CONTRACTOR: Joann N. McGinnis, Lifeguard, Step 2  
DATES: May 5, 2004 through September 30, 2004  
RATE PER HR: \$6.00  
CONTRACT NO: **2003/2004-250**
11. CONTRACTOR: Rick M. Peña, Lifeguard, Step 2  
DATES: May 5, 2004 through September 30, 2004  
RATE PER HR: \$6.00  
CONTRACT NO: **2003/2004-251**
12. CONTRACTOR: Johnny R. Segura, Swim Instructor Step 1  
DATES: May 5, 2004 through September 30, 2004  
RATE PER HR: \$5.35  
CONTRACT NO: **2003/2004-252**
13. CONTRACTOR: Daniel Vasquez, Swim Instructor, Step 1  
DATES: May 5, 2004 through September 30, 2004  
RATE PER HR: \$5.35  
CONTRACT NO: **2003/2004-253**

**APPROVED** this 4<sup>th</sup> day of May, 2004.

**THE CITY OF EL PASO**

**ATTEST:**

\_\_\_\_\_  
Joe Wardy  
Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Norman C. Merrifield, Director  
Parks & Recreation Department

FUND: 16303  
DEPARTMENT ID: 51010281  
CLASS: 51151  
PROJECT: P500203  
SPEED CHART: P0181  
ACCOUNT: 501011  
CONTRACT NO:2003/2004-241

STATE OF TEXAS )  
COUNTY OF EL PASO ) **EMPLOYMENT CONTRACT**  
**PARKS AND RECREATION**

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and SOFIA ARJON, hereinafter referred to as "Contractor," witnesseth:

**WHEREAS**, the City has a need to engage the employment of the Contractor as a LIFEGUARD for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and

**WHEREAS**, contractor is knowledgeable and capable of rendering said employment to the City;

**NOW THEREFORE**, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the employment of LIFEGUARD, STEP 2, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
2. **TIME OF PERFORMANCE** The employment of contractor is to commence on or about MAY 5, 2004 and shall continue until SEPTEMBER 30, 2004.
3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of \$6.00 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
5. **LAW GOVERNING CONTRACT** For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
7. **MISCELLANEOUS** The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement

SA

**EMPLOYMENT CONTRACT  
PARKS AND RECREATION**

CONTRACT NO:

8. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

**CITY:** Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

**CONTRACTOR:**

Name: SOFIA ARJON  
SS#: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

**IN WITNESS WHEREOF** the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF EL PASO, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**CONTRACTOR:**

Sofia Arjon

**PARENT(S) (If Minor)**

\_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Parks and Recreation Director

\_\_\_\_\_  
Program Coordinator

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Administrative Analyst

FUND: 16303  
DEPARTMENT ID: 51010281  
CLASS: 51151  
PROJECT: P500203  
SPEED CHART: P0181  
ACCOUNT: 501011  
CONTRACT NO: 2003/2004-242

STATE OF TEXAS )  
COUNTY OF EL PASO ) **EMPLOYMENT CONTRACT**  
**PARKS AND RECREATION**

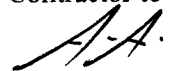
This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and ADRIAN ARTEAGA, hereinafter referred to as "Contractor," witnesseth:

**WHEREAS**, the City has a need to engage the employment of the Contractor as a SWIM INSTRUCTOR for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and

**WHEREAS**, contractor is knowledgeable and capable of rendering said employment to the City;

**NOW THEREFORE**, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the employment of SWIM INSTRUCTOR, STEP 1, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
2. **TIME OF PERFORMANCE** The employment of contractor is to commence on or about MAY 5, 2004 and shall continue until SEPTEMBER 30, 2004.
3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of \$5.35 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
5. **LAW GOVERNING CONTRACT** For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
7. **MISCELLANEOUS** The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement



**EMPLOYMENT CONTRACT  
PARKS AND RECREATION**

CONTRACT NO:

8. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

**CITY:** Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

**CONTRACTOR:**

Name: ADRIAN ARTEAGA  
SS#: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

**IN WITNESS WHEREOF** the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF EL PASO, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**CONTRACTOR:**

\_\_\_\_\_  
*Adrian Arteaga*

**PARENT(S) (If Minor)**

\_\_\_\_\_  
*Sylvia Pardo*

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
*Victor Arredondo*  
Parks and Recreation Director

\_\_\_\_\_  
*Delfino V. Gallo*  
Program Coordinator

\_\_\_\_\_  
*James G. Fuller*  
Superintendent

\_\_\_\_\_  
*R. J. Dunaway*  
Administrative Analyst

FUND: 16303  
DEPARTMENT ID: 51010281  
CLASS: 51151  
PROJECT: P500203  
SPEED CHART: P0181  
ACCOUNT: 501011  
CONTRACT NO: 2003/2004-243

STATE OF TEXAS )  
COUNTY OF EL PASO ) **EMPLOYMENT CONTRACT**  
**PARKS AND RECREATION**

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and CRYSTAL R. BARNES, hereinafter referred to as "Contractor," witnesseth:

**WHEREAS**, the City has a need to engage the employment of the Contractor as a SWIM INSTRUCTOR for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and

**WHEREAS**, contractor is knowledgeable and capable of rendering said employment to the City;

**NOW THEREFORE**, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the employment of SWIM INSTRUCTOR, STEP 1, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
2. **TIME OF PERFORMANCE** The employment of contractor is to commence on or about MAY 5, 2004 and shall continue until SEPTEMBER 30, 2004.
3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of \$5.35 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
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5. **LAW GOVERNING CONTRACT** For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
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**EMPLOYMENT CONTRACT  
PARKS AND RECREATION**

CONTRACT NO:

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9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

**CONTRACTOR:**

Name: CRYSTAL R. BARNES  
SS#: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF EL PASO, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**CONTRACTOR:**

Crystal Barnes

**PARENT(S) (If Minor)**

Clarence Barnes

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

Guadalupe Cuellar  
Deputy City Attorney

Thomas C. Hall  
Parks and Recreation Director

Dellmar Hall  
Program Coordinator

James H. Fuller  
Superintendent

Administrative Analyst

FUND: 16303  
DEPARTMENT ID: 51010281  
CLASS: 51151  
PROJECT: P500203  
SPEED CHART: P0181  
ACCOUNT: 501011  
CONTRACT NO: 2003/2004-244

STATE OF TEXAS )  
COUNTY OF EL PASO ) **EMPLOYMENT CONTRACT**  
**PARKS AND RECREATION**

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and ERICKA V. CORONADO, hereinafter referred to as "Contractor," witnesseth:

**WHEREAS**, the City has a need to engage the employment of the Contractor as a SWIM INSTRUCTOR for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and

**WHEREAS**, contractor is knowledgeable and capable of rendering said employment to the City;

**NOW THEREFORE**, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the employment of SWIM INSTRUCTOR, STEP 1, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
2. **TIME OF PERFORMANCE** The employment of contractor is to commence on or about MAY 5, 2004 and shall continue until SEPTEMBER 30 2004.
3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of \$5.35 and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
5. **LAW GOVERNING CONTRACT** For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
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EC

**EMPLOYMENT CONTRACT  
PARKS AND RECREATION**

CONTRACT NO:

8. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

**CITY:** Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

**CONTRACTOR:**

Name: ERICKA V. CORONADO  
SS#: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

**IN WITNESS WHEREOF** the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF EL PASO, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**CONTRACTOR:**

Ericka Coronado

**PARENT(S) (If Minor)**

**APPROVED AS TO CONTENT:**

[Signature]  
Parks and Recreation Director

[Signature]  
Program Coordinator

[Signature]  
Superintendent

[Signature]  
Administrative Analyst

**APPROVED AS TO FORM:**

[Signature]  
Guadalupe Cuellar  
Deputy City Attorney

FUND: 16303  
DEPARTMENT ID: 51010281  
CLASS: 51151  
PROJECT: P500203  
SPEED CHART: P0181  
ACCOUNT: 501011  
CONTRACT NO: 2003/2004-245

STATE OF TEXAS )  
COUNTY OF EL PASO ) **EMPLOYMENT CONTRACT**  
**PARKS AND RECREATION**

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and RICARDO F. DIEGO, hereinafter referred to as "Contractor," witnesseth:

**WHEREAS**, the City has a need to engage the employment of the Contractor as a SWIM INSTRUCTOR for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and

**WHEREAS**, contractor is knowledgeable and capable of rendering said employment to the City;

**NOW THEREFORE**, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the employment of SWIM INSTRUCTOR, STEP 4, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
2. **TIME OF PERFORMANCE** The employment of contractor is to commence on or about MAY 5, 2004 and shall continue until SEPTEMBER 30, 2004.
3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of \$5.80 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
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7. **MISCELLANEOUS** The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement



**EMPLOYMENT CONTRACT  
PARKS AND RECREATION**

CONTRACT NO:

8. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

CONTRACTOR:

Name: RICARDO F. DIEGO  
SS#: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CITY OF EL PASO, TEXAS

ATTEST:

\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

CONTRACTOR:

Ricardo F. Diego

PARENT(S) (If Minor)

APPROVED AS TO CONTENT:

Theresa A. Smith  
Parks and Recreation Director

Deanna V. Ballo  
Program Coordinator

Robert A. Fuller  
Superintendent

RD Martinez  
Administrative Analyst

APPROVED AS TO FORM:

Guadalupe Cuellar  
Deputy City Attorney

FUND: 16303  
DEPARTMENT ID: 51010281  
CLASS: 51151  
PROJECT: P500203  
SPEED CHART: P0181  
ACCOUNT: 501011  
CONTRACT NO:2003/2004-246

STATE OF TEXAS )  
COUNTY OF EL PASO )  
EMPLOYMENT CONTRACT  
PARKS AND RECREATION

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and LUCAS P. ELLISON, hereinafter referred to as "Contractor," witnesseth:

**WHEREAS**, the City has a need to engage the employment of the Contractor as a SWIM INSTRUCTOR COORDINATOR for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and

**WHEREAS**, contractor is knowledgeable and capable of rendering said employment to the City;

**NOW THEREFORE**, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the employment of SWIM INSTRUCTOR COORDINATOR, ST 1, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
2. **TIME OF PERFORMANCE** The employment of contractor is to commence on or about MAY 24, 2004 and shall continue until SEPTEMBER 30, 2004.
3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of \$6.50 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
5. **LAW GOVERNING CONTRACT** For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
7. **MISCELLANEOUS** The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement

L.E.

**EMPLOYMENT CONTRACT  
PARKS AND RECREATION**

CONTRACT NO:

8. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

**CITY:** Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

**CONTRACTOR:**

Name: LUCAS P. ELLISON

SS#: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

**IN WITNESS WHEREOF** the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF EL PASO, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**CONTRACTOR:**

\_\_\_\_\_  
*Lucas Ellison*

**PARENT(S) (If Minor)**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Parks and Recreation Director

\_\_\_\_\_  
Program Coordinator

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Administrative Analyst

FUND: 16303  
DEPARTMENT ID: 51010281  
CLASS: 51151  
PROJECT: P500203  
SPEED CHART: P0181  
ACCOUNT: 501011  
CONTRACT NO: 2003/2004-247

STATE OF TEXAS )  
COUNTY OF EL PASO ) **EMPLOYMENT CONTRACT**  
**PARKS AND RECREATION**

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and EVELYN J. FIERRO, hereinafter referred to as "Contractor," witnesseth:

**WHEREAS**, the City has a need to engage the employment of the Contractor as a SWIM INSTRUCTOR for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and

**WHEREAS**, contractor is knowledgeable and capable of rendering said employment to the City;

**NOW THEREFORE**, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the employment of SWIM INSTRUCTOR, STEP 1, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
2. **TIME OF PERFORMANCE** The employment of contractor is to commence on or about MAY 5, 2004 and shall continue until SEPTEMBER 30, 2004.
3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of \$5.35 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
5. **LAW GOVERNING CONTRACT** For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
7. **MISCELLANEOUS** The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement



**EMPLOYMENT CONTRACT  
PARKS AND RECREATION**

8. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

**CITY:** Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

**CONTRACTOR:**

Name: EVELYN JACQUELINE FIERRO  
SS#: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

**IN WITNESS WHEREOF** the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF EL PASO, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**CONTRACTOR:**

Evelyn J. Fierro

**PARENT(S) (If Minor)**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Parks and Recreation Director

\_\_\_\_\_  
Program Coordinator

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Administrative Analyst

FUND: 16303  
DEPARTMENT ID: 51010281  
CLASS: 51151  
PROJECT: P500203  
SPEED CHART: P0181  
ACCOUNT: 501011  
CONTRACT NO: 2003/2004-248

STATE OF TEXAS )  
COUNTY OF EL PASO )  
EMPLOYMENT CONTRACT  
PARKS AND RECREATION

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and JOSE R. JARVIS, hereinafter referred to as "Contractor," witnesseth:

**WHEREAS**, the City has a need to engage the employment of the Contractor as a SWIM INSTRUCTOR for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and

**WHEREAS**, contractor is knowledgeable and capable of rendering said employment to the City;

**NOW THEREFORE**, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the employment of SWIM INSTRUCTOR, STEP 1, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
2. **TIME OF PERFORMANCE** The employment of contractor is to commence on or about MAY 5, 2004 and shall continue until SEPTEMBER 30, 2004.
3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of \$5.35 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
5. **LAW GOVERNING CONTRACT** For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
7. **MISCELLANEOUS** The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement

JRJ

**EMPLOYMENT CONTRACT  
PARKS AND RECREATION**

CONTRACT NO:

8. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

**CITY:** Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

**CONTRACTOR:**

Name: JOSE R. JARVIS  
SS#: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

**IN WITNESS WHEREOF** the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF EL PASO, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**CONTRACTOR:**

\_\_\_\_\_  
**PARENT(S) (If Minor)**

\_\_\_\_\_  
**APPROVED AS TO CONTENT:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

\_\_\_\_\_  
Parks and Recreation Director

\_\_\_\_\_  
Program Coordinator

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Administrative Analyst

FUND: 16303  
DEPARTMENT ID: 51010281  
CLASS: 51151  
PROJECT: P500203  
SPEED CHART: P0181  
ACCOUNT: 501011  
CONTRACT NO: 2003/2004-249

STATE OF TEXAS )  
COUNTY OF EL PASO ) **EMPLOYMENT CONTRACT**  
**PARKS AND RECREATION**

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and ROSANNE E. MARTINEZ, hereinafter referred to as "Contractor," witnesseth:

**WHEREAS**, the City has a need to engage the employment of the Contractor as a SWIM INSTRUCTOR for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and

**WHEREAS**, contractor is knowledgeable and capable of rendering said employment to the City;

**NOW THEREFORE**, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the employment of SWIM INSTRUCTOR, STEP 1, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
2. **TIME OF PERFORMANCE** The employment of contractor is to commence on or about MAY 5, 2004 and shall continue until SEPTEMBER 30, 2004.
3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of \$5.35 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
5. **LAW GOVERNING CONTRACT** For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
7. **MISCELLANEOUS** The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement

REAL

**EMPLOYMENT CONTRACT  
PARKS AND RECREATION**

CONTRACT NO:

8. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

**CITY:** Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

**CONTRACTOR:**

Name: ROSANNE E. MARTINEZ  
SS#:                       
Address:                       
City/State/Zip:                       
Phone:                     

**IN WITNESS WHEREOF** the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF EL PASO, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**CONTRACTOR:**

\_\_\_\_\_  
*Rosanne Martinez*

**PARENT(S) (If Minor)**

\_\_\_\_\_  
*Alicia R. Martinez*

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Parks and Recreation Director

\_\_\_\_\_  
Program Coordinator

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Administrative Analyst

FUND: 16303  
DEPARTMENT ID: 51010281  
CLASS: 51151  
PROJECT: P500203  
SPEED CHART: P0181  
ACCOUNT: 501011  
CONTRACT NO: 2003/2004-250

STATE OF TEXAS )  
COUNTY OF EL PASO )  
EMPLOYMENT CONTRACT  
PARKS AND RECREATION

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and JOANN N. MCGINNIS, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City has a need to engage the employment of the Contractor as a LIFEGUARD for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and

WHEREAS, contractor is knowledgeable and capable of rendering said employment to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the employment of LIFEGUARD, STEP 2, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
2. **TIME OF PERFORMANCE** The employment of contractor is to commence on or about MAY 5, 2004 and shall continue until SEPTEMBER 30, 2004.
3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of \$6.00 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
5. **LAW GOVERNING CONTRACT** For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
7. **MISCELLANEOUS** The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement

**EMPLOYMENT CONTRACT  
PARKS AND RECREATION**

CONTRACT NO:

8. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

**CITY:** Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

**CONTRACTOR:**

Name: JOANN N. MCGINNIS  
SS#: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

**IN WITNESS WHEREOF** the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF EL PASO, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**CONTRACTOR:**

Joann McGinnis

**PARENT(S) (If Minor)**

**APPROVED AS TO FORM:**

Guadalupe Cuellar  
Deputy City Attorney

**APPROVED AS TO CONTENT:**

Mark A. April  
Parks and Recreation Director

Delfina V. Chapp  
Program Coordinator

Karen A. Fuller  
Superintendent

CB Diment  
Administrative Analyst

FUND: 16303  
DEPARTMENT ID: 51010281  
CLASS: 51151  
PROJECT: P500203  
SPEED CHART: P0181  
ACCOUNT: 501011  
CONTRACT NO: 2003/2004-251

STATE OF TEXAS )  
COUNTY OF EL PASO ) EMPLOYMENT CONTRACT  
PARKS AND RECREATION

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and RICK M. PENA, hereinafter referred to as "Contractor," witnesseth:

**WHEREAS**, the City has a need to engage the employment of the Contractor as a LIFEGUARD for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and

**WHEREAS**, contractor is knowledgeable and capable of rendering said employment to the City;

**NOW THEREFORE**, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the employment of LIFEGUARD, STEP 2, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
2. **TIME OF PERFORMANCE** The employment of contractor is to commence on or about MAY 5, 2004 and shall continue until SEPTEMBER 30, 2004.
3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of \$6.00 and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
5. **LAW GOVERNING CONTRACT** For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
7. **MISCELLANEOUS** The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement





**EMPLOYMENT CONTRACT  
PARKS AND RECREATION**

CONTRACT NO:

8. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

**CITY:** Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

**CONTRACTOR:**

Name: RICK M. PENA  
SS#: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

**IN WITNESS WHEREOF** the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF EL PASO, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**CONTRACTOR:**

\_\_\_\_\_  
*[Signature]*

**PARENT(S) (If Minor)**

\_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
*[Signature]*  
Parks and Recreation Director

\_\_\_\_\_  
*[Signature]*  
Program Coordinator

\_\_\_\_\_  
*[Signature]*  
Superintendent

\_\_\_\_\_  
*[Signature]*  
Administrative Analyst

FUND: 16303  
DEPARTMENT ID: 51010281  
CLASS: 51151  
PROJECT: P500203  
SPEED CHART: P0181  
ACCOUNT: 501011  
CONTRACT NO: 2003/2004-252

STATE OF TEXAS )  
COUNTY OF EL PASO )  
EMPLOYMENT CONTRACT  
PARKS AND RECREATION

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and JOHNNY R. SEGURA, hereinafter referred to as "Contractor," witnesseth:

**WHEREAS**, the City has a need to engage the employment of the Contractor as a SWIM INSTRUCTOR for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and

**WHEREAS**, contractor is knowledgeable and capable of rendering said employment to the City;

**NOW THEREFORE**, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the employment of SWIM INSTRUCTOR, STEP 1, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
2. **TIME OF PERFORMANCE** The employment of contractor is to commence on or about MAY 5, 2004 and shall continue until SEPTEMBER 30, 2004.
3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of \$5.35 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
5. **LAW GOVERNING CONTRACT** For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
7. **MISCELLANEOUS** The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement

**EMPLOYMENT CONTRACT  
PARKS AND RECREATION**

CONTRACT NO:

8. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

**CITY:** Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

**CONTRACTOR:**

Name: JOHNNY R. SEGURA  
SS#: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

**IN WITNESS WHEREOF** the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF EL PASO, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**CONTRACTOR:**

Johnny Segura  
\_\_\_\_\_  
**PARENT(S) (If Minor)**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

**APPROVED AS TO CONTENT:**

Tommy Hall  
\_\_\_\_\_  
Parks and Recreation Director

Delfina Gallo  
\_\_\_\_\_  
Program Coordinator

Joseph Fuller  
\_\_\_\_\_  
Superintendent

R. D. ...  
\_\_\_\_\_  
Administrative Analyst

FUND: 16303  
DEPARTMENT ID: 51010281  
CLASS: 51151  
PROJECT: P500203  
SPEED CHART: P0181  
ACCOUNT: 501011  
CONTRACT NO: 2003/2004-253

STATE OF TEXAS )  
COUNTY OF EL PASO )  
EMPLOYMENT CONTRACT  
PARKS AND RECREATION

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and DANIEL VASQUEZ, hereinafter referred to as "Contractor," witnesseth:

**WHEREAS**, the City has a need to engage the employment of the Contractor as a SWIM INSTRUCTOR for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and

**WHEREAS**, contractor is knowledgeable and capable of rendering said employment to the City;

**NOW THEREFORE**, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the employment of SWIM INSTRUCTOR, STEP 1, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
2. **TIME OF PERFORMANCE** The employment of contractor is to commence on or about MAY 5, 2004 and shall continue until SEPTEMBER 30, 2004.
3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of \$5.35 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
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7. **MISCELLANEOUS** The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement

P. V

**EMPLOYMENT CONTRACT  
PARKS AND RECREATION**

CONTRACT NO:

8. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

**CITY:** Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

**CONTRACTOR:**

Name: DANIEL VASQUEZ  
SS#: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

**IN WITNESS WHEREOF** the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF EL PASO, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**CONTRACTOR:**

Dan Vasquez

**PARENT(S) (If Minor)**

Spencer Patterson

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

**APPROVED AS TO CONTENT:**

Mark A. Seal

Parks and Recreation Director

Dellmar V. Gallo  
Program Coordinator

Kevin A. Fuller  
Superintendent

R. O. Mont  
Administrative Analyst